

8682159  
95

OCT 28 2010

RAYMOND F. MOATS, III, ESQ.  
(State Bar No. 165199)  
colcaecf@weltman.com  
**Weltman, Weinberg & Reis Co., L.P.A.**  
175 South Third Street, Suite 900  
Columbus, OH 43215  
Telephone: (614) 857-4325  
Facsimile: (614) 222-2193

Attorney for Movant  
Sterling, Inc., dba Kay Jewelers

**UNITED STATES BANKRUPTCY COURT**  
**Southern District of California**

In re

Elena A. Loucks,

Debtor(s).

Case No. 10-16798-LT13

Chapter 13

**DECLARATION IN SUPPORT OF  
OBJECTION TO CONFIRMATION OF  
CHAPTER 13 PLAN**

Hon. Laura S. Taylor

I, Pamela Fairley, declare as follows:

1. I am a Bankruptcy Specialist for Sterling, Inc., dba Kay Jewelers ("Objecting Creditor") herein, and I am authorized to make the following declaration.

2. I am one of the custodians of the books, records and files of Objecting Creditor as to those books, records, and files that pertain to loans, leases and extensions of credit given to Debtor concerning the Collateral herein. I have worked on Objecting Creditor's books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Objecting Creditor on behalf of Objecting Creditor, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Objecting Creditor's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Objecting Creditor by a person who had personal knowledge of the event being recorded and had or has a business duty to accurately record such. I am personally responsible for the handling all of collection activity in

1 connection with the account of Debtor and I have reviewed Movant's books and records in connection with this  
2 matter. I have knowledge of the facts contained herein and, if called upon to testify, I could and would  
3 competently testify thereto.

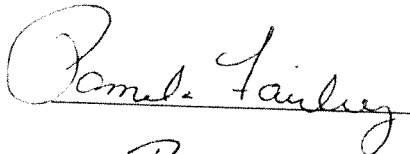
4 3. Debtor entered into a Security Agreement ("Contract") with Movant to purchase Miscellaneous  
5 Jewelry ("Collateral") on August 9, 2010. A true and correct copy of the Contract is attached hereto as Exhibit  
6 "A".

7 4. Objecting Creditor holds a purchase money security interest in the Collateral.

8 5. As of the date of the filing of this Motion, Debtor was indebted to Objecting Creditor under the  
9 terms of the Contract in the sum of \$7,486.03.

10  
11 6. Debtor defaulted on the Contract by failing to maintain monthly payments to Objecting  
12 Creditor.

13 I declare under penalty of perjury under the laws of the State of California and the United States that the  
14 foregoing is true and correct.

15  
16  (Signature)

17 Name: Pamela Farley

18 Title: Bankruptcy Analyst

[illegible]

### PAYMENT PROTECTION PLAN

BY ELECTING OPTIONAL PAYMENT PROTECTION PLAN INSURANCE, I ACKNOWLEDGE THAT: I DO NOT NEED TO PURCHASE THIS INSURANCE TO GET CREDIT AND I CAN GET SIMILAR COVERAGE, INCLUDING PROPERTY COVERAGE FROM ANY INSURER I CHOOSE. PAYMENT PROTECTION PLAN INCLUDES CREDIT LIFE, DISABILITY, INVOLUNTARY UNEMPLOYMENT, PROPERTY, JOB RETRAINING AND LEAVE OF ABSENCE TO THE EXTENT AVAILABLE IN MY STATE AS DESCRIBED IN THE SUMMARY OF INSURANCE COVERAGES\*. I READ AND I MEET THE ELIGIBILITY REQUIREMENTS SHOWN IN THE SUMMARY OF INSURANCE COVERAGES\*. MONTHLY PREMIUM CHARGES ARE BASED ON THE ACCOUNT BALANCE AND THE RATE SHOWN. I WILL RECEIVE NOTICE OF ANY RATE INCREASE. I MAY CANCEL ANY TIME. \*PLEASE SEE THE SUMMARY OF INSURANCE COVERAGES PROVIDED ON THE REVERSE SIDE.

YES, PLEASE ENROLL ME IN PAYMENT PROTECTION PLAN CREDIT INSURANCE

SIGNATURE [Signature] DATE OF BIRTH    /    /    DATE    /    /   

NO, DO NOT ENROLL ME IN PAYMENT PROTECTION PLAN CREDIT INSURANCE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
N1990-0299 NonStd ID #19

## AUTHORIZATION CODES

## SECURITY AGREEMENT

BUYER AGREES THAT IF THERE IS AN AMOUNT CHARGED TO KAY® JEWELERS REVOLVING CHARGE SHOWN ABOVE:

1. SELLER HEREBY RETAINS A SECURITY INTEREST IN THE GOODS DESCRIBED ABOVE (EXCEPT IN TM) (ON ANY PURCHASE UNDER \$150) AND MY (ON ANY PURCHASE UNDER \$2000) UNTIL THE UNPAID BALANCE OF SUCH GOODS IS FULLY PAID AND IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT, IN THE EVENT OF DEFAULT, SELLER SHALL BE ENTITLED TO POSSESSION OF THE GOODS AND/OR THE ENTIRE UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IN THE MANNER AND TO THE EXTENT PERMITTED BY APPLICABLE LAW.

2. IN ADDITION THE TERMS OF THE KAY JEWELERS RETAIL INSTALLMENT CREDIT AGREEMENT SIGNED BY BUYER PREVIOUSLY SHALL ALSO GOVERN THIS PURCHASE AND ALL THE TERMS AND CONDITIONS OF THAT AGREEMENT ARE INCORPORATED IN AND SHALL BE A PART OF THIS SECURITY AGREEMENT.

**KAY® JEWELERS**  
P.O. BOX 3680, AKRON, OHIO 44398-9914

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ CO-BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

## RETURN INFORMATION

ORIGINAL SALES SUP	ORIGINAL DATE	ORIGINAL SALESPERSON
REASON FOR RETURN		MANAGER SIGNATURE
CUSTOMER SIGNATURE		

02/09 RECEIPT MUST ACCOMPANY ALL EXCHANGES / REFUNDS.  
(P-R:02/09) 048400 SEE BACK FOR REFUND INFORMATION.

THANK YOU  
08/09/10 19:26

Customer Name: ELENA		LOUUCKS	
LO	N	PURCHASES/RETURNS	
Dpt	SKU	Desc	Retail Sold
1	1	940172012 ADV	3799.00 2819.99
		Guarantee #N3137-5637	
		14KG BRIDAL SET	
1	800	940172012	0.00 169.99
		ESP 2819.99	
1	1	940172024 ADV	3600.00 2680.00
		Guarantee #N3137-5645	
		14KG BRIDAL SET	
1	800	940172024	0.00 169.99
		ESP 2680.00	
1	1	181185909 ADV	1149.00 976.65
		Guarantee #N3137-5652	
		14KG DIAMOND EARRINGS	
1	800	181185909	0.00 94.99
		ESP 976.65	
1	5	451463006 ADV	5.99 0.00
		JEWELRY CARE PROD	
		434.97NT 6476.64T SUBTOT	6911.61
		SALES TAX 8.75%	566.71
		TOTAL	7478.32
		PPP=Y TOTAL DQR! PAYMENT	0.00

XXXXXXXX6244 REG CREDIT PLAN: 7479.32  
ESP NAME ELENA LOUICKS  
SLSPRSN 018040 TAX TYPE 1 STANDARD  
YOU MAY RETURN YOUR PURCHASE WITHIN 60  
DAYS OR EXCHANGE WITHIN 90 DAYS. WATCHES  
CAN BE EXCHANGED OR RETURNED WITHIN 30  
DAYS, MUST BE UNWORN AND UNALTERED WITH  
ORIGINAL PACKAGING, INSTRUCTIONS, AND  
WARRANTY DOCUMENTS. CUSTOM DESIGNED  
JEWELRY AND SPECIAL ORDERED WATCHES



Date: 08/09/2010

Type: CHARGE

Last Name: LOUCKS

First Initial: E

Slip Image

Related Slips

Customer

Warranty

UWP

LT Battery

Print

Exit

08/09/2010 19:26

~~XXXXXXXXXXXX~~

SLSPRSN 808040

1 800 940172024 0.00 169.99

ESP 2680.00

SLSPRSN 808040

1 001 181185909 ADV 1149.00 976.65

GUARANTEE #3137-5652

14WG DIAMOND EARRINGS

SLSPRSN 808040

1 800 181185909 0.00 94.99

ESP 976.65

SLSPRSN 808040

1 005 451463006 ADV 5.99 0.00

JEWELRY CARE PROD

SLSPRSN 808040

SUBTOT 6911.61

SALES TAX 8.7500 566.71

TOTAL 7478.32

PPP=Y TOTAL DOWN PAYMENT 0.00

PPP SP 808040

# \*\*\*\*\*6244 REG CREDIT PLAN 7478.32

CREDIT AUTHORIZATION AA007590

SLSPRSN 808040

Production Database

DCURTIN

sisdb